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|-----------------------|---|-----------------|-------------------------|
| AWARD/CONTRACT | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING DX-A2 | PAGE OF PAGES 1 21 |
|-----------------------|---|-----------------|-------------------------|

| | | |
|--|----------------------------------|---|
| 2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-05-C-0006 | 3. EFFECTIVE DATE 01 Dec 2004 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. |
|--|----------------------------------|---|

| | | | |
|--|-----------------|---|----------------|
| 5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801 | CODE WV9113M | 6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35898-0001 | CODE S0107A |
|--|-----------------|---|----------------|

| | |
|---|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CAS INC PO BOX 11190 HUNTSVILLE AL 35814 | 8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) |
| 9. DISCOUNT FOR PROMPT PAYMENT | |
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM | |

| | | |
|--|---------------|---|
| CODE 4S077 | FACILITY CODE | 12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264 |
| 11. SHIP TO/MARK FOR CODE See Schedule | | CODE HQ0338 |

| | |
|---|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | 14. ACCOUNTING AND APPROPRIATION DATA See Schedule |
|---|--|

| 15A. ITEM NO. | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------------|-------------------------|---------------|-----------|-----------------|-------------|
| SEE SCHEDULE | | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$7,286,771.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|--|
| 17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-04-R-0007-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|---|--|

| | |
|---|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME AND TITLE OF CONTRACTING OFFICER |
|---|--|

| | | | |
|--|------------------|--|------------------|
| 19B. NAME OF CONTRACTOR | 19C. DATE SIGNED | 20B. UNITED STATES OF AMERICA | 20C. DATE SIGNED |
| BY _____ (Signature of person authorized to sign) | | BY _____ (Signature of Contracting Officer) | 02-Dec-2004 |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------------|----------------|
| 0001 | Basic (FY05-FY07) CPFF CPFF - Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | DPPH | | |
| | | | | ESTIMATED COST | |
| | | | | FIXED FEE | |
| | | | | TOTAL EST COST + FEE | \$3,844,435.00 |
| | ACRN AA Funded Amount | | | | \$474,000.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0002 | Travel - Basic COST COST - Travel in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST | \$0.00 |
| | Funded Amount | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|---|
| 0003 | Materials - Basic COST | | | | |
| | COST - Materials in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST |  |
| | ACRN AA Funded Amount | | | | \$50,000.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|----------------------|--------|
| 0004 | CDRLs - Basic CPFF | | LOT | | NSP |
| | CPFF - Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A009, incorporated herein and attached as set forth in Part III, Section J., hereof. | | | | |
| | | | | ESTIMATED COST | \$0.00 |
| | | | | FIXED FEE | \$0.00 |
| | | | | TOTAL EST COST + FEE | \$0.00 |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|----------------|---|
| 0005 | Material/Hardware COST | | | | |
| | COST - Materials/Hardware/Replacement of Equipment in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST |  |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------------|----------------|
| 0006 OPTION | Option I (18 Months) CPFF CPFF - Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support, incorporated herein and attached as set forth in Part III, section J., hereof. | | DPPH | | |
| | | | | ESTIMATED COST | |
| | | | | FIXED FEE | |
| | | | | TOTAL EST COST + FEE | \$3,102,890.00 |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0007 OPTION | Travel - Option I COST COST - Travel in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST | |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|---|
| 0008 OPTION | Materials - Option I COST | | | | |
| | COST -Materials in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST |  |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------------|--------------|
| 0009 OPTION | CDRLs - Option I CPFF | | LOT | | NSP |
| | CPFF - Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Numbers B001 through B009, incorporated herein and attached as set forth in Part III, Section J., hereof. | | | | |
| | | | | ESTIMATED COST | \$0.00 |
| | | | | FIXED FEE | \$0.00 |
| | | | | TOTAL EST COST + FEE | <hr/> \$0.00 |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------------|----------------|
| 0010 OPTION | Option II (18 Months) CPFF CPFF - Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | DPPH | | |
| | | | | ESTIMATED COST | |
| | | | | FIXED FEE | |
| | | | | TOTAL EST COST + FEE | \$3,264,064.00 |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|------|----------------|--------|
| 0011 OPTION | Travel - Option II COST COST - Travel in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST | |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------|--------|
| 0012 OPTION | Materials - Option II COST COST -Materials in the performance of Scope of Work, RC-TC-MT-K-16-03, dated 9 Oct 03, titled "Advanced Measurements Optical Range Support," incorporated herein and attached as set forth in Part III, section J., hereof. | | | | |
| | | | | ESTIMATED COST | |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|----------------------|--------|
| 0013 OPTION | CDRLs - Option II CPFF CPFF - Contract Data Requirements List (CDRL), DD Form 1423, Exhibit B, consisting of Exhibit Line Item Numbers B001 through B009, incorporated herein and attached as set forth in Part III, Section J., hereof. | | LOT | | NSP |
| | | | | ESTIMATED COST | \$0.00 |
| | | | | FIXED FEE | \$0.00 |
| | | | | <hr/> | \$0.00 |
| | | | | TOTAL EST COST + FEE | \$0.00 |
| | Funded Amount | | | | \$0.00 |

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of CLINs 0001, 0006, and 0010 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F hereof:

| <u>LABOR CATEGORY</u> | <u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u> |
|-----------------------|---|
| CLIN 0001 (FY 05-07) |  |
| OPTIONAL CLINs: | |
| CLIN 0006 (18-months) | |
| CLIN 0010 (18-months) | |

b. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified in B-3.a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-9 Inspection Of Research And Development (Short Form) APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. The contractor shall provide all level of effort, material/equipment, data/software, and reports required by CLIN 0001 through 0004 within twenty-four (24) months after the effective date of the contract.

b. CLIN 0005: The contractor shall provide all Material/Hardware/Replacement of Equipment and reports required for CLIN 0005 within twenty-four (24) months after the effective date of the contract. If Option I is exercised, the period of performance for CLIN 0005 will be within forty-two (42) months after the effective date of the contract. If Option II is exercised, the period of performance for CLIN 0005 will be within sixty (60) months after the effective date of the contract.

c. Option I: The contractor shall provide all level of effort, material/equipment, data/software, and reports exercised by CLIN 0006 through 0009 within forty-two (42) months after the effective date of the contract.

d. Option II: The contractor shall provide all level of effort, material/equipment, data/software, and reports exercised by CLIN 0010 through 0013 within sixty (60) months after the effective date of the contract.

PLACE AND METHOD OF DELIVERY:

a. IAW FAR 52.247-34, F.O.B. Destination, the contractor shall delivery the reports and data specified in the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by office symbol as shown in Block 14 of DD Form 1423.

b. The contractor shall furnish the Procuring Contracting Officer and the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97 5 0400 2501 36 2216 40603888C00 255Y W31RPD5310JCDB 5HHK08 S01021
AMOUNT: \$524,000.00

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."

f. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, of SF 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

| | Contractual Matters | Technical Matters |
|---------------------------------|---------------------|-------------------|
| NAME: | | |
| ORGANIZATION CODE: | | |
| TELEPHONE NUMBERS: | | |
| COMMERCIAL: | | |
| DEFENSE SWITCHED NETWORK (DSN): | | |
| EMAIL: | | |

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLIN 0001:

- | | |
|--|------------------------|
| (1) Amount Required for Full Funding, Including Fee(s): | |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | |
| (3) Amount Separately Obligated for Payment of Fee: | |
| (4) Total Amount Allotted and Obligated: | \$ <u>474,000.00</u> |
| (5) Net Amount Required for Full Funding: | \$ <u>3,370,435.00</u> |

b. CLINs 0006: (Option I - if exercised)

- (1) Amount Required for Full Funding,
Including Fee(s): \$ _____
- (2) Amount Allotted Under the LOF Clause
for Payment of Costs: \$ _____
- (3) Amount Separately Obligated for
Payment of Fee: \$ _____
- (4) Total Amount Allotted and Obligated: \$ _____
- (5) Net Amount Required for Full Funding: \$ _____

c. CLINs 0010: (Option II - if exercised)

- (1) Amount Required for Full Funding,
Including Fee(s): \$ _____
- (2) Amount Allotted Under the LOF Clause
for Payment of Costs: \$ _____
- (3) Amount Separately Obligated for
Payment of Fee: \$ _____
- (4) Total Amount Allotted and Obligated: \$ _____
- (5) Net Amount Required for Full Funding: \$ _____

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

MATERIAL/EQUIPMENT PURCHASES:

Written approval (e-mail is acceptable) is required from the Administrative Contracting Officer (ACO) for all material/equipment items purchased which have a unit price greater than \$1,000.00. All items purchased, based upon written approval or e-mail approval, shall be itemized and presented at forums as required by the Technical Monitor and shall be documented in a section of, or an attachment to, the Monthly Status Report (CDRL A002 (Basic), B002 (Options)).

OPTIONS

(a) Any portion or all of Option CLINs 0006 through 0013 of this contract may be exercised, at the unilateral option of the Government, by the contracting officer giving written notice to the contractor in the form of a unilateral modification to the contract. The parties agree that the options shall be considered to have been exercised, for the purpose of this contract, at the time the government signs the modification. The period of performance shall be as described in Section F hereof.

(b) The contractor shall incur no costs chargeable to the option(s) until the contracting officer has provided written modification that the option(s) have been exercised.

(c) The option items identified in Section B shall be exercised at the unilateral discretion of the government within the timeframes specified as follows:

Options, CLIN 0006, 0007, 0008, 0009, 0010, 0011, 0012 and 0013 may be exercised at any time after the contract award through sixty (60) months thereafter. CLIN 0006 may be exercised one or more times in increments at a rate of [REDACTED] up to the total number of DPPH stated in Section B. CLIN 0010 may be exercised one or more times in increments at a rate of [REDACTED] up to the total number of DPPH stated in Section B. The period of performance is specified in Section F.

(d) In the event that the government should exercise the aforementioned options, all contractual terms and conditions shall apply during the option period.

SOFTWARE LICENSE

In addition to the rights stipulated in DFARS 252-227-7014 clause hereof, when software is to be delivered with other than unlimited rights in the government, the contractor shall obtain all such software licenses in the Government's name. In addition to other rights stated in this contract, it is agreed that the Government shall have the right to rehost software on the computer of a Government contractor.

GOVERNMENT FURNISHED PROPERTY

The Government Furnished Equipment (GFE) included in the attachment list in Section J will be used in the performance of this contract.

Any government furnished property or equipment used or purchased during the period of performance of this contract or upon termination shall remain in the governments' possession and the government will retain title.

CLAUSES INCORPORATED BY REFERENCE

252.243-7002 Requests for Equitable Adjustment MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command

[REDACTED]

P. O. Box 1500

Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command

ATTN: SMDC-PA

P. O. Box 1500

Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by SMDC-IM-PA or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

e. The following web site describes the various distribution statements for technical documents:
http://www.dtic.mil/dtic/submitting/distrib_statement.html

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

| Name | Office Symbol | Phone Number |
|------|---------------|--------------|
| | | |

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.
- c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

- a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.
- b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.
- c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | JUL 1995 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | JUN 2003 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | OCT 2003 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data | OCT 1997 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.216-7 | Allowable Cost And Payment | DEC 2002 |
| 52.216-8 | Fixed Fee | MAR 1997 |
| 52.217-9 | Option To Extend The Term Of The Contract | MAR 2000 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUN 2003 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-26 | Equal Opportunity | APR 2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | DEC 2001 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | AUG 2000 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 Alt I | Authorization And Consent (Jul 1995) - Alternate I | APR 1984 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | AUG 1996 |
| 52.227-11 | Patent Rights--Retention By The Contractor (Short Form) | JUN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-17 | Interest | JUN 1996 |

| | | |
|--------------------|--|----------|
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-25 | Prompt Payment | OCT 2003 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-2 Alt V | Changes--Cost-Reimbursement (Aug 1987) - Alternate V | APR 1984 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | JUL 2004 |
| 52.245-5 | Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts) | MAY 2004 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | MAR 1999 |
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A | NOV 2003 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7000 | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 1998 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.225-7012 | Preference For Certain Domestic Commodities | JUN 2004 |
| 252.226-7001 | (DUPLICATE) Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts | SEP 2001 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | NOV 1995 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | JUN 1995 |
| 252.227-7016 | Rights in Bid or Proposal Information | JUN 1995 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software | JUN 1995 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends | JUN 1995 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.227-7034 | Patents--Subcontracts | APR 1984 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions | APR 1990 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.235-7010 | Acknowledgment of Support and Disclaimer | MAY 1995 |
| 252.235-7011 | Final Scientific or Technical Report | SEP 1999 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.245-7001 | Reports Of Government Property | MAY 1994 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

| <u>TITLE</u> | <u>DATE</u> | <u># OF PAGES</u> |
|---|-------------|-------------------|
| Contract Security Classification Specification (DD Form 254-E) | 17 Nov 04 | 5 |
| Disclosure of Lobbying Activities (SF LLL) | N/A | 2 |
| Scope of Work SOW RC-TC-MT-K-16-03, titled "Advanced Measurements Optical Range Support," dated 09 Oct 03 | 09 Oct 03 | 9 |
| Contract Data Requirements List (DD Form 1423) with Instructions. Exhibit Line Item Nos. A001 through A009 with Distribution List (Note: Data Item Descriptions (DIDs) are available on the following web site at http://dodssp.daps.mil/assist.htm | 19 Nov 04 | 13 |
| U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide. | 03 Jul 89 | 132 |
| Government Furnished Property List | 22 Nov 04 | 10 |

Section K, Representations, Certifications, and Other Statements of Offers, submitted by the contractor in response to RFP W9113M-04-R-0007 are hereby incorporated into this contract by reference.